

**TO:** Regional Commissioners  
**FROM:** William B. Emmons, III, Chairperson  
Peter G. Gregory, Executive Director PGG  
**DATE:** January 16, 2015  
**RE:** Next Commission Meeting - January 28, 2015

---

*If the weather is inclement, please call or check our website. A cancellation will be posted on line and email notification will go out to Commissioners.*

The Regional Commission will hold its next meeting Wednesday, January 28, 2015 from 6:30 p.m. to 8:30 p.m. at the Thompson Senior Center in West Woodstock.

#### Proposed Agenda

1. Call to Order/Approval of Agenda/Introductions/Public Comment - 6:30 p.m.
2. Approval of October Board Minutes. (Previously distributed in December Board packet)
3. Acceptance of October, November and December Financial Reports. (October previously distributed, November and December enclosed)
4. TRORC Regional Plan Chapters. (New chapters enclosed, others were in the December packet)

TRORC Staff will lead a discussion on the drafts of the Emergency Management, Utilities, Facilities and Services, Education, Transportation, Economic Development and Implementation chapters. These chapters were identified as needing updating by the independent assessment of the TRORC Regional Plan conducted two years ago. These chapters have been reviewed by the Executive Committee in November and January.

28 King Farm Rd.  
Woodstock, VT 05091  
802-457-3188  
trorc.org

(Over)

William B. Emmons, III, Chair  
Peter G. Gregory, AICP, Executive Director

5. **TRORC Strategic Plan Implementation Action (memo enclosed)**

The Strategic Plan recommended that TRORC explore and potentially move ahead with establishing a nonprofit arm of TRORC. Staff has done some research and the Executive Committee recommends that the Board approve creating a nonprofit arm of TRORC.

6. **TRORC Procurement Procedures-Action (enclosed)**

The draft contains changes necessitated by the federal Office of Management and Budget's new "Super Circular." These Procedures are consistent with that Circular and with all State of Vermont procurement bulletins and rules.

7. **Commissioner/Executive Director Items:**

- Project Updates
- Act 250 Updates
- Legislative Updates
- Other

8. **Adjournment - 8:30 p.m.**

**Enclosures**

**NOTE: If you are unable to attend, please notify your town's other representative so he or she can attend. Thank you!**

***The next Regional Commission Meeting will be held on February 25, 2015. A full packet and agenda will be sent out to Commissioners in mid-February.***

Two Rivers-Ottawaquechee Regional Commission  
 All Programs - FY 2015 (July 1, 2014 - June 30, 2015)  
 Income and Expense Summary Report (Cash Basis)

As of November 30, 2014

INCOME SUMMARY

Category	November '14 Totals	November '14 Budget	Monthly Percentage Variance Budget	Actual Total to Date	Fiscal Year to Date Budget	Percentage Variance from YTD Budget
<b>SUMMARY TOTALS:</b>						
TOTAL INFLOWS	\$287,605.18	\$340,162.09	-15%	\$1,675,666.92	\$1,936,475.92	-13%
TOTAL OUTFLOWS	\$313,157.42	\$370,158.14	-15%	\$1,666,529.60	\$1,897,841.89	-12%
NET:	-\$25,552.24	-\$29,996.05		\$9,137.32	\$38,634.03	
<b>REGIONAL PLANNING INCOME</b>						
Agency of Transportation	\$12,802.39	\$20,539.50	-38%	\$76,386.81	\$102,697.50	-26%
Agency of Commerce	\$0.00	\$0.00	0%	\$146,061.31	\$139,473.00	5%
HUD Buyouts	\$212,053.00	\$278,332.42	-24%	\$1,146,850.46	\$1,391,662.08	-18%
Vermont Economic Resiliency	\$0.00	\$0.00	0%	\$41,551.65	\$74,865.00	-44%
CDBG DR Culvert	\$0.00	\$4,166.67	-100%	\$0.00	\$20,833.33	-100%
EDD Planning Grant	\$0.00	\$9,444.44	-100%	\$0.00	\$18,888.88	0%
HUD Regional Plan	\$11,624.11	\$9,155.67	27%	\$65,082.34	\$45,778.33	42%
Municipal Dues	\$3,608.00	\$4,514.63	-20%	\$72,234.00	\$72,234.02	0%
Total Planning Income	\$240,087.50	\$326,153.33	-26%	\$1,548,166.57	\$1,866,432.16	-17%
<b>CONTRACT INCOME</b>						
State Contracts	\$44,000.00	\$5,349.58	722%	\$87,689.59	\$26,747.92	228%
Municipal Contracts	\$0.00	\$5,225.42	-100%	\$27,423.95	\$26,127.08	5%
Other Contract Services	\$3,503.09	\$3,225.42	9%	\$12,329.33	\$16,127.08	-24%
Total Contract Income	\$47,503.09	\$13,800.42	244%	\$127,442.87	\$69,002.08	85%
<b>FEE INCOME</b>						
Municipal Fees	\$0.00	\$41.67	-100%	\$0.00	\$208.33	-100%
Other Fees	\$0.00	\$62.50	-100%	\$0.00	\$312.50	-100%
Total Fee Income	\$0.00	\$104.17	-100%	\$0.00	\$520.83	-100%
<b>MISCELLANEOUS INCOME</b>						
Interest	\$14.59	\$62.50	-77%	\$57.48	\$312.50	-82%
Sales/Miscellaneous	\$0.00	\$41.67	-100%	\$0.00	\$208.33	-100%
Total Misc. Income	\$14.59	\$104.17	-86%	\$57.48	\$520.83	-89%
<b>TOTAL INFLOWS</b>	<b>\$287,605.18</b>	<b>\$340,162.09</b>	<b>-15%</b>	<b>\$1,675,666.92</b>	<b>\$1,936,475.92</b>	<b>-13%</b>

Two Rivers-Ottauquechee Regional Commission  
 All Programs - FY 2015 (July 1, 2014 - June 30, 2015)  
 Income and Expense Summary Report (Cash Basis)

As of November 30, 2014

**EXPENSE SUMMARY**

Category	November '14 Totals	November '14 Budget	Monthly Percentage Variance Budget	Actual Total to Date	Fiscal Year to Date Budget	Percentage Variance from YTD Budget
<b>PERSONNEL SERVICES</b>						
Salaries/Wages	\$48,105.14	\$48,336.15	0%	\$276,539.68	\$265,848.83	4%
Payroll Taxes	\$3,439.64	\$3,697.69	-7%	\$20,072.69	\$20,337.30	-1%
EAP - Employee Assistance	\$150.00	\$150.00	0%	\$300.00	\$300.00	0%
Workers' Compensation	\$0.00	\$358.33	-100%	\$4,214.00	\$1,791.67	135%
VT Unemployment Insurance	\$7.20	\$150.00	-95%	\$67.68	\$750.00	-91%
Health & Dental Insurance	\$14,950.72	\$6,360.25	135%	\$34,723.75	\$31,801.25	9%
Life Insurance	\$32.24	\$541.67	-94%	\$1,883.57	\$2,708.33	-30%
Retirement Fund	\$8,164.75	\$7,968.69	2%	\$48,031.34	\$43,827.80	10%
Disability Insurance	\$818.15	\$829.17	-1%	\$4,080.04	\$4,145.83	-2%
<b>Total Personnel Services</b>	<b>\$75,667.84</b>	<b>\$68,391.95</b>	<b>11%</b>	<b>\$389,912.75</b>	<b>\$371,511.01</b>	<b>5%</b>
<b>INSURANCES/OCCUPANCY</b>						
Rent & Utilities	\$1,812.92	\$2,916.67	-38%	\$15,345.84	\$14,583.33	5%
Occupancy Expenses - King Farm	\$0.00	\$83.33	-100%	\$0.00	\$416.67	-100%
Professional Liability	\$0.00	\$0.00	0%	\$4,890.00	\$3,500.00	0%
Fidelity Bond Policy	\$0.00	\$0.00	0%	\$3,198.15	\$3,000.00	7%
Property Insurance	\$0.00	\$458.33	-100%	\$5,127.00	\$2,291.67	124%
<b>Total Insurances/Occupancy</b>	<b>\$1,812.92</b>	<b>\$3,458.33</b>	<b>-48%</b>	<b>\$28,560.99</b>	<b>\$23,791.67</b>	<b>20%</b>
<b>PROFESSIONAL SERVICES</b>						
Legal Services	\$3,299.80	\$833.33	296%	\$5,975.52	\$4,166.67	43%
Accounting Services	\$0.00	\$125.00	-100%	\$0.00	\$625.00	-100%
Program Audit	\$0.00	\$0.00	0%	\$6,500.00	\$11,000.00	-41%
<b>Total Professional Services</b>	<b>\$3,299.80</b>	<b>\$958.33</b>	<b>244%</b>	<b>\$12,475.52</b>	<b>\$15,791.67</b>	<b>21%</b>
<b>CONSULTANTS</b>						
Planning	\$29,072.98	\$21,237.92	37%	\$135,437.62	\$106,189.58	28%
HUD Buyout Consultants	\$14,152.18	\$1,208.33	1071%	\$133,078.65	\$6,041.67	2103%
HUD Buyout Funds to Towns	\$173,114.31	\$261,207.42	-34%	\$901,021.42	\$1,306,037.10	-31%
<b>Total Consultants</b>	<b>\$216,339.47</b>	<b>\$283,653.67</b>	<b>-24%</b>	<b>\$1,169,537.69</b>	<b>\$1,418,268.35</b>	<b>-18%</b>

Two Rivers-Ottauquechee Regional Commission  
 All Programs - FY 2015 (July 1, 2014 - June 30, 2015)  
 Income and Expense Summary Report (Cash Basis)

As of November 30, 2014

**EXPENSE SUMMARY**

Category	November '14 Totals	November '14 Budget	Monthly Percentage Variance Budget	Actual Total to Date	Fiscal Year to Date Budget	Percentage Variance from YTD Budget
<b>TRAVEL</b>						
Travel Reimbursement	\$6,440.09	\$3,750.00	72%	\$19,766.12	\$18,750.00	5%
Commissioner travel reimb.	\$100.80	\$208.33	-52%	\$1,568.90	\$1,041.67	51%
Mtgs, Conf & Training	\$1,597.57	\$2,166.67	-26%	\$9,114.03	\$10,833.33	-16%
<b>Total Travel</b>	<b>\$8,138.46</b>	<b>\$6,125.00</b>	<b>33%</b>	<b>\$30,449.05</b>	<b>\$30,625.00</b>	<b>-1%</b>
<b>OFFICE EXPENSES</b>						
General Supplies	\$774.85	\$916.67	-15%	\$3,858.14	\$4,583.33	-16%
Printing	\$202.00	\$500.00	-60%	\$1,298.71	\$2,500.00	-48%
Advertising	\$529.81	\$625.00	-15%	\$1,433.32	\$3,125.00	-54%
Dues/Publications/Data	\$1,694.00	\$1,916.67	-12%	\$12,274.44	\$9,583.33	28%
Postage	\$300.00	\$666.67	-55%	\$1,314.15	\$3,333.33	-61%
Telephone/Internet/Web	\$868.37	\$904.17	-4%	\$4,307.91	\$4,520.83	-5%
Repairs	\$0.00	\$41.67	-100%	\$0.00	\$208.33	-100%
Bank/Payroll Fees	\$0.00	\$62.50	-100%	\$782.50	\$312.50	150%
Equip/Software Contracts	\$951.29	\$1,479.17	-36%	\$5,655.00	\$7,395.83	-24%
<b>Total Office Expenses</b>	<b>\$5,320.32</b>	<b>\$7,112.52</b>	<b>-25%</b>	<b>\$30,924.17</b>	<b>\$35,562.52</b>	<b>-13%</b>
<b>OFFICE EQUIPMENT</b>						
Computer Hardware	\$2,602.61	\$250.00	941%	\$2,669.51	\$1,250.00	114%
Office Equipment/Furniture	\$0.00	\$83.33	-100%	\$1,100.37	\$416.67	164%
Computer Software	\$0.00	\$41.67	-100%	\$296.36	\$208.33	42%
<b>Total Office Equipment</b>	<b>\$2,602.61</b>	<b>\$375.00</b>	<b>594%</b>	<b>\$4,066.24</b>	<b>\$1,875.00</b>	<b>117%</b>
<b>OTHER EXPENSES</b>						
Transportation Equip./Supplies	-\$24.00	\$41.67	-158%	\$603.19	\$208.33	190%
STEM Scholarship Program	\$0.00	\$0.00	0%	\$0.00	\$0.00	0%
Miscellaneous/Bad Debt	\$0.00	\$41.67	-100%	\$0.00	\$208.33	-100%
<b>Total Other</b>	<b>-\$24.00</b>	<b>\$83.34</b>	<b>-129%</b>	<b>\$603.19</b>	<b>\$416.67</b>	<b>45%</b>
<b>TOTAL OUTFLOWS</b>	<b>\$313,157.42</b>	<b>\$370,158.14</b>	<b>-15%</b>	<b>\$1,666,529.60</b>	<b>\$1,897,841.89</b>	<b>-12%</b>

12/08/14

**Two Rivers-Ottauquechee Regional Commission**  
**Accounts Receivable Aging Detail**  
As of November 30, 2014

Type	Date	Num	Name	Due Date	Open Balance
<b>Current</b>					
<b>Total Current</b>					
<b>1 - 30</b>					
Invoice	11/21/2014	15-51	Agency of Commerce and Community Devel...	11/07/2014	16,782.94
Invoice	11/13/2014	15-52	Town of Thetford	11/13/2014	1,780.09
Invoice	11/20/2014	15-53	TRORC- CDBG DR Grant	11/20/2014	13,552.18
<b>Total 1 - 30</b>					<b>32,115.21</b>
<b>31 - 60</b>					
Invoice	10/30/2014	15-44	Town of Thetford	10/30/2014	793.42
<b>Total 31 - 60</b>					<b>793.42</b>
<b>61 - 90</b>					
Invoice	09/24/2014	15-27	Northwest RPC - c	09/24/2014	2,000.00
<b>Total 61 - 90</b>					<b>2,000.00</b>
<b>&gt; 90</b>					
<b>Total &gt; 90</b>					
<b>TOTAL</b>					<b>34,908.63</b>

Two Rivers-Ottawaquechee Regional Commission  
 All Programs - FY 2015 (July 1, 2014 - June 30, 2015)  
 Income and Expense Summary Report (Cash Basis)

As of December 31, 2014

**INCOME SUMMARY**

Category	December '14 Totals	December '14 Budget	Monthly Percentage Variance Budget	Actual Total to Date	Fiscal Year to Date Budget	Percentage Variance from YTD Budget
<b>SUMMARY TOTALS:</b>						
TOTAL INFLOWS	\$410,563.63	\$335,647.46	22%	\$2,086,230.55	\$2,272,123.36	-8%
TOTAL OUTFLOWS	\$429,485.76	\$370,008.14	16%	\$2,096,015.36	\$2,267,850.01	-8%
NET:	-\$18,922.13	-\$34,360.68		-\$9,784.81	\$4,273.35	
<b>REGIONAL PLANNING INCOME</b>						
Agency of Transportation	\$17,801.96	\$20,539.50	-13%	\$94,188.77	\$123,237.00	-24%
Agency of Commerce	\$0.00	\$0.00	0%	\$146,061.31	\$139,473.00	5%
HUD Buyouts	\$331,780.00	\$278,332.42	19%	\$1,478,630.46	\$1,669,994.50	-11%
Vermont Economic Resiliency	\$0.00	\$0.00	0%	\$41,551.65	\$74,865.00	-44%
CDBG DR Culvert	\$25,725.00	\$4,166.67	517%	\$25,725.00	\$25,000.00	3%
EDD Planning Grant	\$0.00	\$9,444.44	-100%	\$0.00	\$28,333.32	0%
HUD Regional Plan	\$28,852.86	\$9,155.67	215%	\$93,935.20	\$54,934.00	71%
Municipal Dues	\$0.00	\$0.00	0%	\$72,234.00	\$72,234.02	0%
Total Planning Income	\$404,159.82	\$321,638.70	26%	\$1,952,326.39	\$2,188,070.85	-11%
<b>CONTRACT INCOME</b>						
State Contracts	\$0.00	\$5,349.58	-100%	\$87,689.59	\$32,097.50	173%
Municipal Contracts	\$2,573.51	\$5,225.42	-51%	\$29,997.46	\$31,352.50	-4%
Other Contract Services	\$3,818.18	\$3,225.42	18%	\$16,147.51	\$19,352.50	-17%
Total Contract Income	\$6,391.69	\$13,800.42	-54%	\$133,834.56	\$82,802.50	62%
<b>FEE INCOME</b>						
Municipal Fees	\$0.00	\$41.67	-100%	\$0.00	\$250.00	-100%
Other Fees	\$0.00	\$62.50	-100%	\$0.00	\$375.00	-100%
Total Fee Income	\$0.00	\$104.17	-100%	\$0.00	\$625.00	-100%
<b>MISCELLANEOUS INCOME</b>						
Interest	\$12.12	\$62.50	-81%	\$69.60	\$375.00	-81%
Sales/Miscellaneous	\$0.00	\$41.67	-100%	\$0.00	\$250.00	-100%
Total Misc. Income	\$12.12	\$104.17	-88%	\$69.60	\$625.00	-89%
<b>TOTAL INFLOWS</b>	<b>\$410,563.63</b>	<b>\$335,647.46</b>	<b>22%</b>	<b>\$2,086,230.55</b>	<b>\$2,272,123.36</b>	<b>-8%</b>

Two Rivers-Ottawaquechee Regional Commission  
 All Programs - FY 2015 (July 1, 2014 - June 30, 2015)  
 Income and Expense Summary Report (Cash Basis)

As of December 31, 2014

**EXPENSE SUMMARY**

Category	December '14 Totals	December '14 Budget	Monthly Percentage Variance Budget	Actual Total to Date	Fiscal Year to Date Budget	Percentage Variance from YTD Budget
<b>PERSONNEL SERVICES</b>						
Salaries/Wages	\$55,391.44	\$48,336.15	15%	\$331,931.12	\$314,184.98	6%
Payroll Taxes	\$3,926.23	\$3,697.69	6%	\$23,998.92	\$24,034.99	0%
EAP - Employee Assistance	\$0.00	\$0.00	0%	\$300.00	\$300.00	0%
Workers' Compensation	\$1,019.00	\$358.33	184%	\$5,233.00	\$2,150.00	143%
VT Unemployment Insurance	\$7.50	\$150.00	-95%	\$75.18	\$900.00	-92%
Health & Dental Insurance	\$8,543.52	\$6,360.25	34%	\$43,267.27	\$38,161.50	13%
Life Insurance	\$311.43	\$541.67	-43%	\$2,195.00	\$3,250.00	-32%
Retirement Fund	\$10,129.96	\$7,968.69	27%	\$58,161.30	\$51,796.49	12%
Disability Insurance	\$817.63	\$829.17	-1%	\$4,897.67	\$4,975.00	-2%
<b>Total Personnel Services</b>	<b>\$80,146.71</b>	<b>\$68,241.95</b>	<b>17%</b>	<b>\$470,059.46</b>	<b>\$439,752.96</b>	<b>7%</b>
<b>INSURANCES/OCCUPANCY</b>						
Rent & Utilities	\$1,812.92	\$2,916.67	-38%	\$17,158.76	\$17,500.00	-2%
Occupancy Expenses - King Farm	\$0.00	\$83.33	-100%	\$0.00	\$500.00	-100%
Professional Liability	\$0.00	\$0.00	0%	\$4,890.00	\$3,500.00	0%
Fidelity Bond Policy	\$0.00	\$0.00	0%	\$3,198.15	\$3,000.00	7%
Property Insurance	\$0.00	\$458.33	-100%	\$5,127.00	\$2,750.00	86%
<b>Total Insurances/Occupancy</b>	<b>\$1,812.92</b>	<b>\$3,458.33</b>	<b>-48%</b>	<b>\$30,373.91</b>	<b>\$27,250.00</b>	<b>11%</b>
<b>PROFESSIONAL SERVICES</b>						
Legal Services	\$1,793.45	\$833.33	115%	\$7,768.97	\$5,000.00	55%
Accounting Services	\$0.00	\$125.00	-100%	\$0.00	\$750.00	-100%
Program Audit	\$0.00	\$0.00	0%	\$6,500.00	\$11,000.00	-41%
<b>Total Professional Services</b>	<b>\$1,793.45</b>	<b>\$958.33</b>	<b>87%</b>	<b>\$14,268.97</b>	<b>\$16,750.00</b>	<b>15%</b>
<b>CONSULTANTS</b>						
Planning	\$13,396.71	\$21,237.92	-37%	\$148,834.33	\$127,427.50	17%
HUD Buyout Consultants	\$126,246.34	\$1,208.33	10348%	\$259,324.99	\$7,250.00	3477%
HUD Buyout Funds to Towns	\$190,595.49	\$261,207.42	-27%	\$1,091,616.91	\$1,567,244.52	-30%
<b>Total Consultants</b>	<b>\$330,238.54</b>	<b>\$283,653.67</b>	<b>16%</b>	<b>\$1,499,776.23</b>	<b>\$1,701,922.02</b>	<b>-12%</b>



Two Rivers-Ottawaquechee Regional Commission  
 All Programs - FY 2015 (July 1, 2014 - June 30, 2015)  
 Income and Expense Summary Report (Cash Basis)

As of December 31, 2014

**EXPENSE SUMMARY**

Category	December '14 Totals	December '14 Budget	Monthly Percentage Variance Budget	Actual Total to Date	Fiscal Year to Date Budget	Percentage Variance from YTD Budget
<b>TRAVEL</b>						
Travel Reimbursement	\$3,151.08	\$3,750.00	-16%	\$22,917.20	\$22,500.00	2%
Commissioner travel reimb.	\$0.00	\$208.33	-100%	\$1,568.90	\$1,250.00	26%
Mtgs, Conf & Training	\$433.85	\$2,166.67	-80%	\$9,547.88	\$13,000.00	-27%
<b>Total Travel</b>	<b>\$3,584.93</b>	<b>\$6,125.00</b>	<b>-41%</b>	<b>\$34,033.98</b>	<b>\$36,750.00</b>	<b>-7%</b>
<b>OFFICE EXPENSES</b>						
General Supplies	\$454.79	\$916.67	-50%	\$4,312.93	\$5,500.00	-22%
Printing	\$1,826.24	\$500.00	265%	\$3,124.95	\$3,000.00	4%
Advertising	\$69.12	\$625.00	-89%	\$1,502.44	\$3,750.00	-60%
Dues/Publications/Data	\$2,795.94	\$1,916.67	46%	\$15,070.38	\$11,500.00	31%
Postage	\$345.25	\$666.67	-48%	\$1,659.40	\$4,000.00	-59%
Telephone/Internet/Web	\$998.05	\$904.17	10%	\$5,305.96	\$5,425.00	-2%
Repairs	\$0.00	\$41.67	-100%	\$0.00	\$250.00	-100%
Bank/Payroll Fees	\$15.00	\$62.50	-76%	\$797.50	\$375.00	113%
Equip/Software Contracts	\$1,476.45	\$1,479.17	0%	\$7,131.45	\$8,875.00	-20%
<b>Total Office Expenses</b>	<b>\$7,980.84</b>	<b>\$7,112.52</b>	<b>12%</b>	<b>\$38,905.01</b>	<b>\$42,675.02</b>	<b>-9%</b>
<b>OFFICE EQUIPMENT</b>						
Computer Hardware	\$1,428.37	\$250.00	471%	\$4,097.88	\$1,500.00	173%
Office Equipment/Furniture	\$0.00	\$83.33	-100%	\$1,100.37	\$500.00	120%
Computer Software	\$1,500.00	\$41.67	3500%	\$1,796.36	\$250.00	619%
<b>Total Office Equipment</b>	<b>\$2,928.37</b>	<b>\$375.00</b>	<b>681%</b>	<b>\$6,994.61</b>	<b>\$2,250.00</b>	<b>211%</b>
<b>OTHER EXPENSES</b>						
Transportation Equip./Supplies	\$0.00	\$41.67	-100%	\$603.19	\$250.00	141%
STEM Scholarship Program	\$1,000.00	\$0.00	0%	\$1,000.00	\$0.00	0%
Miscellaneous/Bad Debt	\$0.00	\$41.67	-100%	\$0.00	\$250.00	-100%
<b>Total Other</b>	<b>\$1,000.00</b>	<b>\$83.34</b>	<b>1100%</b>	<b>\$1,603.19</b>	<b>\$500.00</b>	<b>221%</b>
<b>TOTAL OUTFLOWS</b>	<b>\$429,485.76</b>	<b>\$370,008.14</b>	<b>16%</b>	<b>\$2,096,015.36</b>	<b>\$2,267,850.01</b>	<b>-8%</b>

01/06/15

**Two Rivers-Ottauquechee Regional Commission**  
**Accounts Receivable Aging Detail**  
 As of December 31, 2014

Type	Date	Num	Name	Due Date	Open Balance
<b>Current</b>					
<b>Total Current</b>					
<b>1 - 30</b>					
Invoice	12/08/2014	15-59	Agency of Commerce and Community Devel...	12/08/2014	9,384.58
Invoice	12/08/2014	15-60	TRORC Culvert Inventory Grant	12/08/2014	25,724.71
Invoice	12/19/2014	15-56	US Dept of Commerce - EDA	12/19/2014	3,043.29
Invoice	12/22/2014	15-67	Agency of Commerce and Community Devel...	12/22/2014	66,442.53
Invoice	12/22/2014	15-66	Town of Tunbridge	12/22/2014	4,000.00
Invoice	12/22/2014	15-68	VT Dept of Fish & Wildlife	12/22/2014	994.00
Invoice	12/30/2014	180	Agency of Commerce and Community Devel...	12/30/2014	20,226.00
Invoice	12/30/2014	181	Agency of Commerce and Community Devel...	12/30/2014	1,956.00
<b>Total 1 - 30</b>					<b>131,771.11</b>
<b>31 - 60</b>					
Invoice	11/21/2014	15-51	Agency of Commerce and Community Devel...	11/07/2014	16,782.94
<b>Total 31 - 60</b>					<b>16,782.94</b>
<b>61 - 90</b>					
<b>Total 61 - 90</b>					
<b>&gt; 90</b>					
<b>Total &gt; 90</b>					
<b>TOTAL</b>					<b>148,554.05</b>

2:47 PM

01/06/15

**Two Rivers-Ottauquechee Regional Commission**  
**A/P Aging Summary**  
As of December 31, 2014

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Accrued Payables	0.00	0.00	0.00	0.00	0.00	0.00
Bank of America - gas card	0.00	0.00	0.00	0.00	0.00	0.00
Conn. River Joint Commission - v	0.00	0.00	0.00	0.00	0.00	0.00
Crystal Rock	0.00	0.00	0.00	0.00	0.00	0.00
Dubois & King, Inc - v	0.00	0.00	0.00	0.00	0.00	0.00
KAS, Inc.	0.00	0.00	0.00	0.00	0.00	0.00
Randolph Area Community Development Corp.	0.00	0.00	0.00	0.00	0.00	0.00
Re-Print	0.00	0.00	0.00	0.00	0.00	0.00
Town of Readsboro	1,956.24	0.00	0.00	0.00	0.00	1,956.24
Town of Stockbridge	20,225.13	0.00	0.00	0.00	0.00	20,225.13
Vanasse Hangen Brustlin, Inc	0.00	0.00	0.00	0.00	0.00	0.00
VT Dept of Environmental Conservation - v	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b><u>22,181.37</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>22,181.37</u></b>



To: TRORC Board

From: Dee Gish, Finance Manager

Date: January 16, 2015

RE: 501(c)(3) arm of TRORC

---

TRORC seeks to create a public benefit corporation 501(c)(3) to gain access to private funding outside of Federal and State grants in order to further promote the mission of the organization. 501(c)(3) organizations are non-profits exempted from federal income tax and eligible to receive tax-deductible contributions.

The mission of the TRORC 501(c)(3) organization will describe one of the appropriate approved exempt purposes: charitable, educational, scientific, testing for public safety, etc. The term charitable includes relief of the poor, the distressed, or the underprivileged; advancement of education or science; erecting or maintaining public buildings; lessening the burdens of government; and combating community deterioration. Educational organizations include schools and organizations that conduct public discussion groups, forums, panels, lectures, or similar programs. We and the Executive Committee recommend an educational mission. A mission statement will be drafted.

1. To be granted the 501(c)(3) status, we will need to take the following steps:
  - a. File Articles of Incorporation with the Vermont Corporations Division with the Secretary of State, including the following items: Corporation Name (Two Rivers-Ottauquechee Development Foundation, Inc.), Brief purpose (establishing general public benefit), Name/signature of registered agent (Peter Gregory), Names and addresses of incorporators (Peter, Bill Emmons, Jerry Frederickson). The Articles of Incorporation should be approved within one month.
  - b. Obtain a federal EIN using form SS-4 from the IRS. Apply after the organization is legally formed (when the articles of incorporation by the state are filed). File online in one day.
  - c. Apply to IRS for 501(c)(3) tax exempt status. Complete Form 1023 – Application for Recognition of Exemption under Section 501 (c)(3) of the Internal Revenue Code. The Application may take one month. Receiving approval for the 501(c)(3) is highly variable and may take one year or more.
2. The TRORC Executive Committee will serve as the Board for the 501(c)(3).
3. The 501(c)(3) will adopt bylaws in compliance with Vermont's Title 11B and the Articles of Incorporation. Bylaws will be adopted at the first meeting of the 501(c)(3) board of directors.
4. Other items
  - a. Must purchase liability insurance for the directors/officers.
  - b. Recordkeeping – 501(c) (3) organizations must record financial information including sources of support and records detailing all financial and nonfinancial activities.
  - c. Tax Returns - 501(c) (3) organizations must file an annual Form 990 or 990-N.
  - d. Public Inspection - 501(c) (3) organizations must make their applications (Form 1023) and annual returns (Forms 990) available to the public for inspection.
  - e. Substantiation & Disclosure - 501(c) (3) organizations must meet requirements for documenting charitable contributions including written acknowledgements of donations.

5. Costs:
- a. Articles of Incorporation application - \$125
  - b. Federal Form 1023 user fee - \$400 (first year)
  - c. Biennial reports - \$20 each

128 King Farm Rd.  
Woodstock, VT 05091  
**802-457-3188**  
**trorc.org**

William B. Emmons, III, Chair  
Peter G. Gregory, AICP, Executive Director

---

Barnard ~ Bethel ~ Bradford ~ Braintree ~ Bridgewater ~ Brookfield ~ Chelsea ~ Corinth ~ Fairlee ~ Granville ~ Hancock ~ Hartford  
Hartland ~ Newbury ~ Norwich ~ Pittsfield ~ Plymouth ~ Pomfret ~ Randolph ~ Rochester ~ Royalton ~ Sharon ~ Stockbridge ~ Strafford  
Thetford ~ Topsham ~ Tunbridge ~ Vershire ~ West Fairlee ~ Woodstock

**TWO RIVERS-OTTAUQUECHEE  
REGIONAL COMMISSION**

**PROCUREMENT PROCEDURES**

**January 16, 2015**

**DRAFT**

**128 King Farm Road  
Woodstock, VT 05091**

## PROCUREMENT PROCEDURES

### 1.0 PURPOSE AND AUTHORITY:

The purpose of this document is to describe the process through which the Two Rivers-Ottawaquechee Regional Commission (TRORC) will procure consultant services and equipment for the accomplishment of assignments provided by state and/or federal agencies that are beyond the ability of the Commission staff either due to workload or available in-house expertise.

This document is intended to satisfy the requirements to self-certify TRORC procurement procedures in compliance with applicable federal regulations 2 CFR §§200.317-326. Specific federal agency or Vermont requirements also apply and are in addition to those outlined in Title 2.

These policies and procedures have been developed in accordance with the following state and federal statutes and regulations:

24 VSA Chapter 117 - Vermont Municipal and Regional Planning and Development Act.

Vermont Agency of Administration Administrative Bulletin 3.5 - Contracting Procedures.

Code of Federal Regulations (CFR) Title 2, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

- 2 CFR §§200.317-326 Procurement Standards
- 2 CFR §200.112 Conflict of Interest
- 2 CFR §200.113 Mandatory disclosures

### 2.0 DEFINITIONS:

Agency - an agency, department, division, or other administrative unit of the State of Vermont or Federal Government.

Contract - a mutually binding agreement obligating a seller to provide services, equipment and/or products and the buyer to pay for them. The term contract includes such agreements as "contract", "agreement", "miscellaneous agreement", "purchase order", "license and/or maintenance agreement", or other such similar term."

Contractor - Any third party providing services or materials to TRORC for the purpose of accomplishing a contracted Work Plan.

Equipment - Tangible, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Services - includes professional services of an individual or of persons working for a business enterprise, that provide an expertise in construction, design, engineering, information technology, real estate, equipment maintenance, etc.

### 3.0 GENERAL PROCUREMENT:



- a. TRORC will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.
- b. TRORC will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts under this program. In addition, no employee, officer or agent of the TRORC shall participate in the selection, award or administration of a contract supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
  - i. the employee, officer or agent or,
  - ii. any member of his immediate family or,
  - iii. his or her partner, or
  - iv. any organization which employs, or is about to employ, any of the above has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The TRORC officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. TRORC may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct will provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of TRORC.

- c. TRORC will review proposed procurement to avoid purchase of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurement to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- d. In order to foster greater economy and efficiency, TRORC will endeavor to enter into State and local intergovernmental agreements for procurement or use of common or shared goods and services.
- e. TRORC will endeavor to use federal and state excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- f. TRORC will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- g. TRORC will maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the rationale of the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- h. TRORC will use time and material-type contracts when procuring on state and/or federal jobs only:

- i. after a determination that no other contract is suitable, and
- ii. if the contract includes a ceiling price that the contractor exceeds at its own risk.

Time and material type contract means a contract whose cost to a non-Federal entity is the sum of: the actual cost of materials; and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, TRORC must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

- i. TRORC alone will be responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protest, disputes, and claims. These standards do not relieve TRORC of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of TRORC unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.
- j. TRORC will have protest procedures to handle and resolve disputes as part of all contracts awarded, and shall, in all instances of such occurrences, disclose information regarding the protest to the said state and/or federal awarding Agency. A protestor must exhaust all State and local potential remedies before pursuing a protest with the Federal Agency. Review by the Federal agency will be limited to alleged violations of federal laws or regulations, or TRORC protest procedures.
- k. All procurement transactions will be conducted in a manner providing full and open competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals will be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
  - i. Placing unreasonable requirements on firms in order for them to qualify to do business;
  - ii. Requiring unnecessary experience and excessive bonding;
  - iii. Noncompetitive pricing practices between firms or between affiliated companies;
  - iv. Noncompetitive contracts to consultants that are on retainer contracts;
  - v. Organizational conflicts of interest;
  - vi. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
  - vii. Any arbitrary action in the procurement process.
- l. Solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such a

description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated. All solicitations will identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

- m. TRORC will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluations of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This shall not preempt state licensing laws.
- n. TRORC will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. TRORC will not preclude potential bidders from qualifying during the solicitation period.
- o. TRORC will use one of the following methods of procurement.
  - i. Procurement by micro-purchases. Procurement by micro-purchases is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, TRORC will distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if TRORC considers the price to be reasonable.
  - ii. Procurement by small purchase. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$15,000 (per Vermont Bulletin No. 3.5). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Small purchase procurement files must contain written explanations for the selection, including:
    - a) A description of the qualifications of the contractor or product that demonstrates that the vendor will provide high quality services or products.
    - b) A description of the prices charged by the vendor and an explanation as to why such charges are both cost effective and reasonable.
  - iii. Simplified Bid Process. Contracts greater than \$15,000, but not more than \$100,000 can follow a simplified bid process (per Vermont Bulletin No. 3.5). A "simplified bid process" means that TRORC has developed a specific and detailed statement of work for the service or product desired and has solicited written price quotations from vendors providing the specified services or products. The statement of work to be performed and request for price quotations must be provided in a timely manner to at least three potential bidders.

- iv. Standard Bid Process. Contracts greater than \$100,000 must follow the standard bid process (per Vermont Bulletin No. 3.5). The standard bid process includes:
  - a) Bid documents (“Requests for Proposals”) to include: a cover page, introduction, brief description of the agency, statement of work to be performed, context for the work and management structure, bid and contract requirements, price quotation form, and basis for selection.
  - b) Public notice regarding the standard bill. The bid for proposed work shall be broadly publicized.
  - c) Contractor selection and documentation.
  - d) Pre-bid conferences and adjustments to bid documents.
  - e) Public bid opening.
- v. Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the following conditions apply. In order for sealed bidding to be feasible, the following conditions should be present:
  - a) A complete, adequate, and realistic specification or purchase description is available;
  - b) Two or more responsible bidders are willing and able to compete effectively for the business; and
  - c) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- a) The invitation for bids will be publically advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;
  - b) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
  - c) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
  - d) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usual taken advantage of; and
  - e) Any or all bids may be rejected if there is a sound documented reason.
- vi. Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price

or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- a) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum practical;
- b) Proposals must be solicited from an adequate number of qualified sources;
- c) TRORC will have a written method for conducting technical evaluations of the proposals received and for selecting recipients; and
- d) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program; with price and other factors considered.

vii. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- a) The item is available only from a single source;
- b) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from TRORC; or
- d) After solicitation of a number of sources, competition is determined inadequate.

p. Contracting with small and minority businesses, women's business enterprises and labor surplus area firms. TRORC will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

- q. Procurement of recovered materials. TRORC, as a political subdivision of Vermont, and its contractors will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- r. Contract cost and price. TRORC will perform a cost or price analysis in connection with every procurement action in excess of the \$100,000 threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, TRORC will make independent estimates before receiving bids or proposals.

TRORC will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Cost or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for TRORC under Subpart E – Cost Principles of 2 CFR § 200. TRORC may reference its own cost principles that comply with the Federal cost principles.

The cost plus a percentage of cost and percentage of construction cost methods of contracting will not be used.

- s. Federal awarding agency or pass-through entity review. TRORC will make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if TRORC desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
  - i. TRORC will make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent costs estimates when:
    - a) TRORC's procurement procedures or operation fails to comply with these procurement standards;

- b) The procurement is expected to exceed the \$100,000 threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
  - c) The procurement, which is expected to exceed the \$100,000 threshold, specifies a “brand name” product;
  - d) The proposed contract is more than the \$100,000 threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
  - e) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the \$100,000 threshold.
- ii. TRORC is exempt from the pre-procurement review if the Federal awarding agency or pass-through entity determines that its procurement systems comply with these standards.
- a) TRORC may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
  - b) TRORC may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency’s right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from TRORC that it is complying with these standards. TRORC will cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.
- t. Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the \$100,000 threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the TRORC provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest in adequately protected. If such a determination has not been made, the minimum requirements must be as follows:
- i. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
  - ii. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
  - iii. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- u. Contract provisions. TRORC’s contracts will contain the applicable provisions as described below and contained in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards. In addition to other provisions required

by the Federal agency or TRORC, all contracts made by TRORC under the Federal award will contain provisions covering the following, as applicable.

i. Contracts for more than the \$100,000 threshold, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions as appropriate.

ii. All contracts in excess of \$10,000 will address termination for cause and for convenience by TRORC including the manner by which it will be effected and the basis for settlement.

iii. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 will include the equal opportunity clause provided under 41 CFR 601-4(b), in accordance with Executive Order 11246 “Equal Employment Opportunity” (30FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375 “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

iv. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors will be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage determination made by the Secretary of Labor. In addition, contractors will be required to pay wages not less than once a week. TRORC will place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. TRORC will report all suspected or reported violations to the Federal awarding agency. The contracts will also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient will be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. TRORC will report all suspected or reported violations to the Federal awarding agency.

v. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by TRORC in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or



subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

vii. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires TRORC to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

viii. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (43 U.S.C. 6201).

xiv. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1968 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

x. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- v. TRORC will comply with 19 VSA 10a for procurement of Architectural Engineering (A/E) and related professional services. Only state and/or federal agency pre-qualified firms for A/E may be used as approved by program engineer.
- w. The TRORC procurement file must contain the awarding state and/or federal agency’s written approval of:
  - i. the technical specifications for all proposed procurement (purchases or personal services contracts).
  - ii. the list of firms to be notified about a procurement request. Full and open competition is required.

- iii. the final draft contract or agreement or purchase order including submission of the TRORC cost estimates, a description of the cost on price analysis performed by the TRORC, and the technical evaluation of all proposals.
- x. A procurement selection committee shall be established and may include the state or federal agency as a non-voting member.
- y. The TRORC shall use state and/or federal agency provided pro-forma contracts and agreements for contractual compliance with State and Federal requirements.
- z. The TRORC shall prepare a technical evaluation for the proposals received.

Salary Caps. All contracts using U.S. EPA assistance for a contractor or sub recipient shall comply with 40 CFR 30.21-28 including 30.27(b) dealing with the authorized direct salary cap under federal assistance agreements.

Minority/Women's Business Enterprise (MBE/WBE). The organization shall make a good faith effort to encourage the participation and bidding of minority and women-owned business enterprises whenever procuring construction, equipment, services and supplies, especially as related to accomplishing the goals and conditions of federal assistance awards and contracts. The organization will follow the guidelines and requirements of Title 40 CFR Part 33, Subpart-C, in addition to using the basic reporting requirements of EPA Form 5700-52A to document and implement the policies, procedures and systems necessary to make opportunities available to MBE/WBE firms.

Cost Sharing, Matching and In-Kind Contributions. The organization may accept cash and third party in-kind support to assist in the implementation and pursuit of its goals and mission. When addressing federal cost share, match or in-kind contribution requirements of federal assistance awards, all contributions, including cash and third party in-kind, shall meet all of the requirements of 40 CFR 30.23, including the following criteria.

- a. Are verifiable from the recipient's records.
- b. Are not included as contributions for any other federally-assisted project or program.
- c. Are necessary and reasonable for proper and efficient accomplishment of project or program objectives.
- d. Are allowable under the applicable cost principles.
- e. Are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching.
- f. Conform to other provisions of Circular A-110, as applicable.

#### **4.0 PURCHASE OF EQUIPMENT:**

All equipment procured on behalf of a state and/or federal agency must be pre-approved if not in an approved work plan. Title to the equipment shall be jointly held between said state and/or federal agency and the TRORC. The purchased equipment must be directly related to the implementation of a specific state and/or federal program and is to be used only for the originally authorized purpose. If the equipment is no longer needed, the TRORC will notify the state and/or federal agency of this for possible use on other projects or programs supported by said agency. However, when acquiring replacement equipment approved by a specific state and/or federal agency, the TRORC may use the equipment to be replaced as a trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment.

The TRORC will not use equipment acquired with grant funds to provide services for a fee in order to compete unfairly with private firms which provide equivalent services.

The TRORC will be responsible for the management of the equipment while in use in such a fashion that at a minimum meets the following requirements:

- a. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date, the cost of the property, the location and use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- b. A physical inventory of the property must be taken and the results reconciled with the property records at least every two years.
- c. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft shall be investigated.
- d. Adequate maintenance procedures must be developed to keep the property in good condition.
- e. Proper sales procedures designed to ensure the highest possible return must be developed and implemented if the TRORC is authorized to sell the property.

When original or replacement equipment acquired under an agreement is no longer needed for the original project or program, disposition of the equipment will be made as follows:

- a. Items of equipment with a current per-unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation.
- b. Items of equipment with a current per-unit market value in excess of \$5,000 may be retained or sold and the state or federal agency shall have the right to an amount calculated by multiplying the current market value or proceeds from sale by the state or Federal Government's share of the equipment.

In cases where the TRORC fails to take appropriate disposition actions, the state and/or federal awarding agency may direct the TRORC to take excess property and disposition actions. The Federal Government may reserve the right to transfer title to the Federal government or a third

party when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

- a. The property shall be identified in the agreement or otherwise made known to the TRORC in writing.
- b. The state and/or federal awarding agency shall issue disposition instructions within 120 calendar days after the end of said agency's support of the project for which it was acquired. If the state and/or Federal agency fail to issue disposition instructions within the time frame, the TRORC will follow the instructions as described above. When title is transferred, the TRORC will be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value.

#### **5.0 PURCHASE OF SUPPLIES:**

Title to supplies acquired under an agreement will vest upon acquisition to the TRORC. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the state and/or federal award, and if the supplies are not needed for any other state and/or federally sponsored programs or projects, the TRORC shall compensate the awarding agency for its share.

Adopted by the TRORC Board of Commissioners, January 28, 2015.

---

William B. Emmons, III  
Chairperson